

Filed this 22<sup>nd</sup> Day of March, 2012 In Open Court  
- KSM

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

XPERTUNIVERSE, INC.,

Plaintiff

v.

CISCO SYSTEMS, INC.,

Defendant.

Civil Action No. 09-157 (RGA)

**JURY VERDICT FORM**

You, the jury, are to answer the following questions based on the evidence admitted at trial and according to all of the instructions I have given you.

**A. FRAUDULENT CONCEALMENT**

1. Did XpertUniverse prove, by a preponderance of the evidence, that Cisco committed fraud by concealment?

Answer "Yes" or "No": Yes

*If you answered "Yes" to Question 1 then answer Question 2.*

2. What damages do you find XpertUniverse has proven by a preponderance of the evidence it should recover for its loss that was caused by Cisco's fraud by concealment?

Answer: \$ 70 million

**B. INFRINGEMENT OF XPERTUNIVERSE'S PATENTS**

1. Did XpertUniverse prove, by a preponderance of the evidence, that Cisco infringed Claim 5 of U.S. Patent No. 7,366,709?

Expert Advisor: Answer "Yes" or "No" : Yes

Pulse: Answer "Yes" or "No" : No

2. Did XpertUniverse prove, by a preponderance of the evidence, that Cisco infringed claim 12 of U.S. Patent No. 7,499,903? (*Please answer Yes or No for each accused product*)

Expert Advisor: Answer "Yes" or "No" : Yes

Remote Expert: Answer "Yes" or "No" : Yes

**C. VALIDITY OF XPERTUNIVERSE'S PATENTS**

1. Did Cisco prove, by clear and convincing evidence, that claim 5 of U.S. Patent No. 7,366,709 is invalid due to anticipation?

Answer "Yes" or "No" : No

2. Did Cisco prove, by clear and convincing evidence, that claim 5 of U.S. Patent No. 7,366,709 is invalid due to obviousness?

Answer "Yes" or "No": No

3. Did Cisco prove, by clear and convincing evidence, that claim 12 of U.S. Patent No. 7,499,903 is invalid due to anticipation?

Answer "Yes" or "No": No

4. Did Cisco prove, by clear and convincing evidence, that claim 12 of U.S. Patent No. 7,499,903 is invalid due to obviousness?

Answer "Yes" or "No": No

**D. DAMAGES FOR CISCO'S PATENT INFRINGEMENT**

*Answer the question posed in this Section only if you (i) found, in Section B that XpertUniverse proved that Cisco infringed U.S. Patent No. 7,366,709 or 7,499,903, and (ii) found that Cisco did not prove that a claim for which you answered "Yes" in Section B was invalid.*

1. What damages do you find XpertUniverse has proven by a preponderance of the evidence it should recover for Cisco's infringement of XpertUniverse's patents?

Products	Amount
Expert Advisor	\$ <u>15,463.</u>
Pulse	\$ <u>Ø</u>
Remote Expert	\$ <u>18,920.</u>

Signed this 22 day of March, 2013:

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**JURY FOREPERSON**

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**JUROR**

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